

Union Pacific Corporation



Jack E. Jerrett
Senior Corporate Attorney

December 29, 1992

RECORDATION NO. 10698 *W*
FILED 1425

DEC 30 1992-10 55 AM

INTERSTATE COMMERCE COMMISSION

FEDERAL EXPRESS

Mr. Sidney L. Strickland
Secretary
Interstate Commerce Commission
12th Street and Constitution Ave., N.W.
Washington, DC 20423

Re: Union Pacific Equipment Trust No. 5 of 1979

Dear Sir:

I enclosed for recording under Section 11303 of Title 49 of the United States Code, four executed originals of a Fourth Supplemental Agreement, dated as of December 28, 1992 (the "Supplemental Agreement"), between Union Pacific Railroad Company (the "Company") and The Chase Manhattan Bank (National Association), Trustee (the "Trustee"), covering the purchase by the Trustee and lease to the Company of certain additional railroad equipment described in Paragraph 1 thereto. The primary document to which this is connected is an Equipment Trust Agreement, dated as of July 1, 1979 and assigned Recordation No. 10698.

The names and addresses of the parties to the enclosed Supplemental Agreement are:

TRUSTEE - LESSOR:	The Chase Manhattan Bank (National Association) Four Chase MetroTech Center Brooklyn, NY 11245
GUARANTOR - LESSOR:	Union Pacific Railroad Company 1416 Dodge Street Omaha, NE 68179

At the time of delivery and thereafter until the Lessee has fully performed its obligations under the Equipment Trust Agreement, each unit of additional railroad equipment covered by the Supplemental Agreement will bear the marking:

Equipment Trust Agreement, each unit of additional railroad equipment covered by the Supplemental Agreement will bear the marking:

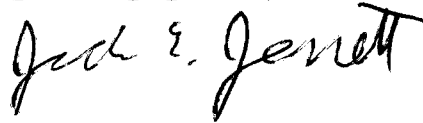
"Union Pacific Equipment Trust No. 5 of 1979;
The Chase Manhattan Bank (National Association),
Trustee, Owner, Lessor."

After these documents are filed and recorded, kindly return four of the enclosed copies to me.

I also enclose a check to the order of the Interstate Commerce Commission in the amount of \$13.00 to cover the fee associated with the filing and recordation of the Supplemental Agreement.

Please acknowledge your receipt of this letter by stamping and returning to the undersigned the enclosed copy of this letter in the enclosed self-addressed envelope.

Very truly yours,

A handwritten signature in cursive script, reading "Jack E. Jenett".

JEJ:eb
Enclosures
cc: Edwin A. Willis

"Union Pacific Equipment Trust No. 5 of 1979;
The Chase Manhattan Bank (National Association),
Trustee, Owner, Lessor."

After these documents are filed and recorded, kindly return three of the enclosed copies to me.

I also enclose a check to the order of the Interstate Commerce Commission in the amount of \$16.00 to cover the fee associated with the filing and recordation of the Supplemental Agreement.

Please acknowledge your receipt of this letter by stamping and returning to the undersigned the enclosed copy of this letter.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Jack Jonett".

JEJ:ccm
Enclosures

cc: Robert E. Bartos
Janice Tolve

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This Supplemental Agreement has been executed in 5 original counterparts, of which this is Counterpart No. 4.

FOURTH SUPPLEMENTAL AGREEMENT

BETWEEN

THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), TRUSTEE

AND UNION PACIFIC RAILROAD COMPANY

This FOURTH SUPPLEMENTAL AGREEMENT, dated as of December 28, 1992, is between THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), a national banking association, as trustee (hereinafter called the Trustee), and UNION PACIFIC RAILROAD COMPANY, a Utah corporation (hereinafter called the Company). (Terms used in this Supplemental Agreement shall have the same meanings as set forth in Section 1.1 of the Equipment Trust Agreement referred to below.)

WITNESSETH:

WHEREAS, the Trustee and the Company have heretofore entered into (i) an Equipment Trust Agreement, dated as of July 1, 1979, which was filed and recorded pursuant to 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act) on August 6, 1979, and assigned Recordation No. 10698 and pursuant to which the Trustee was authorized to issue \$23,800,000 aggregate principal amount of Union Pacific Equipment Trust No. 5 of 1979 Equipment Trust Certificates (hereinafter called the Trust Certificates); (ii) a First Supplemental Agreement, dated as of July 1, 1980, amending such Equipment Trust Agreement, which was filed and recorded pursuant to 49 U.S.C. §11303 on June 27, 1980 and assigned Recordation No. 10698-A; (iii) a Second Supplemental Agreement, dated as of November 1, 1981, amending such Equipment Trust Agreement, which was filed and recorded pursuant to 49 U.S.C. §11303 on December 22, 1981 and assigned Recordation No. 10698-B; and (iv) a Third Supplemental Agreement,

dated as of March 16, 1989, amending such Equipment Trust Agreement, which was filed and recorded pursuant to 49 U.S.C. §11303 on April 3, 1989 and assigned Recordation No. 10698-C (such Equipment Trust Agreement, as amended, being hereinafter called the Agreement); and

WHEREAS, certain of the Trust Equipment specifically described in the Agreement has suffered a Casualty Occurrence under Section 4.7 of the Agreement, and the Company has deposited with the Trustee Replacement Funds equal to the Fair Value of such Trust Equipment; and

WHEREAS, the Company desires that the Replacement Funds be used for the purchase of additional Equipment pursuant to Section 4.9 of the Agreement and will transfer or cause to be transferred to the Trustee such additional Equipment as permitted under the Agreement; and

WHEREAS, Section 8.4 of the Agreement provides that the Company and the Trustee without the consent of the holders of the Trust Certificates then outstanding may from time to time and at any time enter into an agreement or agreements supplemental to the Agreement for the purpose of making any provisions in regard to matters or questions arising under the Agreement as shall not adversely affect the interests of the holders of the Trust Certificates then outstanding or the rights, duties or immunities of the Trustee; and

WHEREAS, the Company and the Trustee, in accordance with Sections 4.3 and 4.9 of the Agreement, desire to execute and deliver this Fourth Supplemental Agreement for the foregoing purpose and such amendment will not adversely affect the interests of the holders of the Trust Certificates, or the rights, duties or immunities of the Trustee;

NOW, THEREFORE, in consideration of the mutual covenants and provisions herein contained, the parties hereto agree that the Agreement be, and

it hereby is, amended as follows:

(1) The Company, as promptly as possible hereafter, will sell, assign, transfer and set over unto the Trustee, subject to all of the terms of the Agreement, the following Equipment (hereinafter called the Additional Equipment):

<u>No. of Units</u>	<u>Description</u>	<u>Per Unit</u>	<u>Estimated Cost</u>	<u>Total</u>
2	100-Ton, 55-Foot Covered Hopper Railcars, Nmbered UP83500, UP83501	\$ 22,593.29		\$ 45,186.58
1	100-Ton, 55-Foot Covered Hopper Railcar, Numbered UP84000	\$ 21,011.76		\$ 21,011.76
			Total	<u>\$ 66,198.34</u>

(2) When and as the Additional Equipment shall have been delivered to the Trustee, the Trustee shall, pursuant to the provisions of Sections 3.4 and 4.9 of the Agreement, pay from Replacement Funds an amount which shall not exceed the Cost of the Additional Equipment.

(3) Pursuant to Sections 4.1 and 4.2 of the Agreement, the Trustee hereby leases the Additional Equipment to the Company for a term ending fifteen (15) years from and after July 1, 1979.

(4) The Company hereby accepts the lease of the Additional Equipment, and covenants and agrees to accept delivery and possession thereof subject to all of the terms and conditions of the Agreement.

(5) It is understood and agreed that the Additional Equipment shall constitute and be a part of the Trust Equipment under the Agreement, subject to all terms and conditions thereof in all respects as though the Additional Equipment was originally made a part of the Trust Equipment specifically described therein.

(6) Except as amended and supplemented hereby, the Agreement shall remain in full force and effect.

(7) This Fourth Supplemental Agreement has been simultaneously executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their officers thereunto duly authorized and their corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

THE CHASE MANHATTAN BANK
(NATIONAL ASSOCIATION),
as Trustee

(Seal)

By: [Signature]
Second Vice President

ATTEST:

Mary Lewicki
Assistant Secretary

(Seal)

UNION PACIFIC RAILROAD COMPANY

By: John E. Howling
Vice President

ATTEST:

Janina L. Casman
Assistant Secretary

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STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On the 24th day of December, 1992, before me personally appeared Janice Tolve, to me personally known, who, being by me duly sworn, says that he or she is a Second Vice President of The Chase Manhattan Bank (National Association), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that the execution of the foregoing instrument was the free act and deed of said corporation.

JOSEPHINE MARINHO
Notary Public, State of New York
No. 4970059
Qualified in Suffolk County
Certificate Filed in New York County
Certificate Filed in Kings County
Commission Expires March 18, 1993

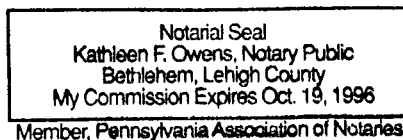
Josephine Marinho
Notary Public

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LEHIGH)

On the 29th day of December, 1992, before me personally appeared JOHN E. Dowling, to me personally known, who being by me duly sworn, says that he is a Vice President of Union Pacific Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of such corporation, that said instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and that the execution of the foregoing instrument was the free act and deed of the corporation.

(SEAL)

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Kathleen F. Owens
Notary Public